

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day
of , Two Thousand and Eighteen (2018) **BETWEEN**

(1) SHIV NIKETAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC3891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8282R Aadhar Number 450256874268, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shaksphere Sarani, Kolkata-700 071 authorised vide Board resolution dated 4.9.2018&**(2) TIRUPATI ENCLAVE (P) LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office , Police Station – Hare Street, Kolkata- 7000001 having CIN U70101WB1996PTC081139 and PAN AABCT1390G represented by its director **MR. ARRUN BHUTORIA** son of Lt.Sumer Mull Bhutoria working for gain at Tirupati Enclave Private Ltd. Authorised vide Board resolution dated 4.9.2018_ and having PAN ADBPJ8895J, Aadhar Number 701094974176, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shaksphere Sarani, Kolkata-700 071 **(3) CHARLES COMMERCIAL (P) LIMITED**, PAN: AABCC2791A a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 8th Floor, Room No. 4, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U51109WB-1996PTC081136 and, represented by its director **MRS. KANTA BHUTORIA**, PAN: AEOPB5052R, AADHAR NO. 786713255269 wife of Prakaash Bhutoria, working for gain at Charles Commercial Private Limited. and having by faith – Hindu, by occupation – Business, 4, Pretoria Street, P.O. Middleton Row, P.S. Shakesphere Sarani, Kolkata -700071 Represented by its Constituted Attorney & Self authorised vide Board’s Resolution dated 4.9.2018 **(4) TIRUPATI CARRIER LIMITED**, PAN: AABCT9173B a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB2002PLC095192 represented by its director **MR. LALIT KUMAR BHUTORIA** , PAN AFVPB8282R, AADHAR NO.450256874268 son of Prakaash Bhutoria working for gain at Tirupati Carrier Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakesphere Sarani, Kolkata -700071 , authorised vide Board’s Resolution dated 4.9.2018 hereinafter collectively referred to as “The owners’ (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **FIRST PART.**

AND

TIRUPATI CARRIER LIMITED, PAN: AABCT9173B a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 06, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB2002PLC095192 represented by its director MR. LALIT KUMAR BHUTORIA PAN AFVPB8282R, AADHAR NO 450256874268 son of Prakaash Bhutoria working for gain at Tirupati Carrier Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. SheakpearSarani, Kolkata -700071, authorised vide Board’s Resolution dated 4/9/2018 hereinafter referred to as “THE DEVELOPER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **SECOND PART**.

AND

PURCHASER(S)::

....., (**Pan**) son/wife/daughter of by faith-Hindu, by occupation-....., by Nationality-Indian, residing athereinafter collectively referred to as “**PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **THIRD PART**.”

WHEREAS

LOT-A

1. By and through a registered Deed of Partition dated 01.08.1986, one **GostoBehariMondal** has been allotted of all that land measuring **63³/₄ sataks** more or less in the northern portion forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **LOT-A property**’). The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 63, Pages from 197 to 213, Being No. 5239 for the year 1986.
2. While enjoying the said **LOT-A** property, the said GostoBehariMondal died intestate leaving behind him surviving his wife Manju Rani Mondal , six sons namely ArabindaMondal, ArdhenduMondal, PurnenduMondal, AmalenduMondal , AlopeShekharMondal, SuvenduMondal as his only legal heirs and successors, each having undivided 1/7th share i.e. 9.3/28th sataks more or less of the said large property.

3. By and through a registered Deed of Conveyance dated 26.11.2008, the said Manju Rani Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **First Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2387 to 2399, Being No. 05470, for the year 2008.
4. By and through a registered Deed of Conveyance dated 21.11.2008, the said ArdhenduMondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Second Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 187 to 199, Being No. 05316, for the year 2008.
5. By and through a registered Deed of Conveyance dated 22.11.2008, the said PurnenduMondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Third Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 1091 to 1103, Being No. 05373, for the year 2008.
6. By and through a registered Deed of Conveyance dated 26.11.2008, the said AmalenduMondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Fourth Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2374 to 2386, Being No. 05468, for the year 2008.
7. By and through a registered Deed of Conveyance dated 22.11.2008, the said AlopeShekharMondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Fifth Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 1078 to 1090, Being No. 05372, for the year 2008.
8. By and through a registered Deed of Conveyance dated 26.11.2008, the said SuvenduMondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under SabekKhatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Sixth Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before

the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2361 to 2373, Being No. 05469, for the year 2008.

9. The said Arabinda Mondal while enjoying his undivided 1/7th share i.e. **9.3/28th** more or less **(nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) , died intestate leaving behind him surviving his wife Smt. Reba Rani Mondal and one daughter Kumari Arpita Mondal as his only legal heirs and successors.
10. By and through a registered Deed of Conveyance dated 20.11.2008, the said Smt. Reba Rani Mondal and Kumari Arpita Mondal jointly sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th** **(nine and three by twenty eight) satakseivalent to 9.11 sataks** (out of the said **LOT-A** property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **Seventh Plot of Land**’) unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 20, Pages from 2943 to 2956, Being No. 05299, for the year 2008.

LOT –A (II)

1. By and through a registered Deed of Partition dated 01.08.1986, one **Jugal Kishore Mondal** has been allotted of all that land measuring **63³/₄sataks more or less equivalent to 63.75 sataks more or less** in the southern portion forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **LOT-A II**’). The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 63, Pages from 197 to 213, Being No. 5239 for the year 1986.
2. While enjoying the ‘said **LOT-A II**’ property, the said Jugal Kishore Mondal died intestate leaving behind him surviving his four sons namely Sri Narayan Chandra Mondal, Sri Jyotish Mondal, Sri Jaydeb Mondal and Sri Mantu Mondal as his only legal heirs and successors, who thus jointly inherited the said large property, left by the deceased.
3. By and through a registered Deed of Conveyance dated 05.01.2011, the said Sri Narayan Chandra Mondal, Sri Jyotish Mondal, Sri Jaydeb Mondal and Sri Mantu Mondal jointly sold, transferred, conveyed, assigned and assured of all that the ‘said **LOT-A II**’ unto and in favour of one Shiv Niketan (P) Limited at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 1, Pages from 5098 to 5110, Being No. 00337 for the year 2011.
4. Shiv Niketan Pvt. Ltd further purchased all that piece and parcel of land measuring 63.75 decimals more or less lying and situated at Mouza-Nowabad, comprised in R.S. Dag No.375, L.R.Dag no.-431, District South 24 Parganas from one Narayan Chandra Mondal, Joydev Mondal, Jyotesh Mondal, Mantu Mondal by a Deed of Conveyance vide deed no. 5373, for the year 2008.
5. Thus the said Shiv Niketan (P) Limited represented by its director Sri Lalit Kumar Bhotoria became the absolute owners of all that the said **LOT A** and **LOT A(II)** and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 431, under L.R. Khatian No. 1448 & 1064 and duly converted its character into ‘**Bastu**’ from the concerned authority of B.L. & L.R.O. and paid taxes thereon.

LOT –B

1. At all material times, one SrikantaNathNaskar was the recorded owner of all that land measuring **86 sataks** more or less forming part of **R.S. Dag No. 376** with several dags, in J.L. No. 19, Mouza – Nowabad, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the ‘said **large property**’) along with other properties and paid taxes thereon.
2. The said SrikantaNathNaskar died intestate leaving behind him surviving his son Sri PanchuGopalNaskar alias PanchuNaskar as his only legal heir and successor.
3. By and through a registered Deed of Conveyance dated 24.04.2014, the said Sri PanchuGopalNaskar alias PanchuNaskar sold, transferred, conveyed, assigned and assured of all that land measuring **4 sataks** more or less (out of the said large property) forming part of **R.S. Dag No. 376** (hereinafter referred to as the ‘said **property**’) along with other properties unto and in favour of one Tirupati Enclave Pvt. Ltd. represented by its director Sri ArunBhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 7, Pages from 2512 to 2526, Being No. 02311 for the year 2014.
4. Thus the said Tirupati Enclave Pvt. Ltd. represented by its director Sri ArunBhutoria became the absolute owners of all that the said **4 sataks**(here in after referred as **LOT B**)and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 432, under L.R. Khatian No. 1405 and duly converted its character into ‘**Bastu**’from the concerned authority of B.L. & L.R.O. and paid taxes thereon.

LOT-C

1. At all material times, one **NatabarNaskar** was the recorded owner of all that land measuring **54 decimals** more or less forming part of **R.S. Dag Nos. 376(11 decimals), 392 and 398** under R.S. Khatian No. 295, 302 and 322, in Mouza – Nowabad, J.L. No. 19, R.S. No. 157, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the ‘said **First Plot of Land**’) and paid taxes thereon.
2. While enjoying the said First Plot of Land, the said **NatabarNaskar**died intestate on 17.02.1995, leaving behind her surviving her four married daughters namely Smt. DaibkiMondal, Smt. Jayabala Biswas, Smt. PadymaNaskar and Smt. RajeswariBaidya as his only legal heirs and successors. His wife predeceased on him.
3. By and through a registered Deed of Conveyance dated 29.01.2008, the said Smt. DaibkiMondal, Smt. Jayabala Biswas, Smt. PadymaNaskar and Smt. RajeswariBaidya jointly sold, transferred, conveyed, assigned and assured of all that the said **First Plot of Land** unto and in favour of one **Baywatch Real Estates Pvt. Ltd.** at or for a consideration as mentioned therein. The said deed was registered before the ARA-I, Kolkata and recorded in Book No. I, Volume No. I, Pages from 1 to 19, Being No. 01145 for the year 2008.
4. By and through a registered Deed of Conveyance dated 25.09.2014, the said **Baywatch Real Estates Pvt. Ltd.** Sold, transferred, conveyed, assigned and assured of all that the **First Plot of Land** unto and in favour of one **Charles Commercial Pvt. Ltd.** represented by its director Mrs. PushpaBhutoria, at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur, South 24 Parganas and recorded in Book No. I, CD Volume No. 22, Pages from 3032 to 3047, Being No. 05850 for the year 2014.
5. Thus the said Charles Commercial Pvt. Ltd. represented by its director Mrs. PushpaBhutoria became the absolute owners of all that the said **First Plot of Land** and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the **11 decimals** land situated on L.R. Dag No. 432 out of said First plot of Land (**here in after referred as said LOT-C**) and obtained L.R. Dag Nos. 432& other dag nos., under L.R. Khatian No. 1401

and duly converted its character into 'Bastu' by the concerned authority from B.L. & L.R.O. and paid taxes thereon.

LOT -D

1. By and through a registered Deed of Gift dated 03.11.1982, one Kanai Lal Mondal transferred, gifted of all that land measuring **249.5 decimals** more or less forming part of **R.S. Dag Nos. 375 & 377**, under R.S. Khatian No. 30, 47, in Mouza – Nowabad, J.L. No. 19, R.S. No. 158, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the '**said Large Property**') unto and in favour of one **Sri Amay Chandra Mondal** absolutely and forever. The said deed was registered before the SR Bishnupur and recorded in Book No. I, Volume No. 102, Pages from 279 to 284, being No. 8198 for the year 1982.
2. The said Amay Chandra Mondal died intestate on 21.12.1999, leaving behind him surviving his wife Parul Bala Mondal, two sons namely Sri Tushar Mondal and Sri Tarak Chandra Mondal and three married daughters namely Smt. Sandhya Sardar, Smt. Tulu Halder and Smt. Shila Vaidya as his only legal heirs and successors.
3. By and through a registered Deed of Conveyance dated 20.11.2007, the said Parul Bala Mondal, Sri Tushar Mondal, Sri Tarak Chandra Mondal, Smt. Sandhya Sardar, Smt. Tulu Halder and Smt. Shila Vaidya jointly sold, transferred, conveyed, assigned and assured of all that the said large property unto and in favour of one **Baywatch Real Estates Pvt. Ltd.** at or for a consideration as mentioned therein. The said deed was registered before the ARA-I, Kolkata and recorded in Book No. I, CD Volume No. 8, Pages from 2914 to 2935, Being No. 03024 for the year 2010.
4. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **42.50 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 35 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the '**said First Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56948 to 56967, Being No. 161305776 for the year 2015.
5. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **25 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 27 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the '**said Second Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56928 to 56947, Being No. 161305775 for the year 2015.
6. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **25 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 25 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the '**said Third Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56908 to 56927, Being No. 161305774 for the year 2015.

7. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **35 decimals** more or less in **R.S. Dag No. 375** , (ii) land measuring 35 decimals more or less in R.S. Dag No. 377 , (out of the said large property) in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the ‘said **Fourth Plot of Land**’) out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. PushpaBhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 59011 to 59030, Being No. 161305793 for the year 2015.
8. Thus the said **Tirupati Carrier Limited** represented by its director Mrs. PushpaBhutoria became the absolute owners of all that the said **127.50 decimals** land i.e. First plot, second plot, third plot & fourth plot (here in after referred as **LOT D**) and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 431 under L.R. Khatian No. 1404 and duly converted its character into ‘**Bastu**’ by the concerned authority of B.L. & L.R.O. and paid taxes thereon.
9. The said **Shiv Niketan (P) Limited , Tirupati Enclave Pvt. Ltd. , Charles Commercial Pvt. Ltd, Tirupati Carrier Limited** while seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid Lot A to D and decided to commercially exploit of all that (i) land measuring **255.02 sataks** in **R.S. Dag No. 375** corresponding to **L.R. Dag No. 431** under **L.R. Khatian No. 1022** and (ii) land measuring **15 sataks** in **R.S. Dag No. 376** corresponding to **L.R. Dag No. 432** under **L.R. Khatian No. 382**, (hereinafter referred to as the ‘said premises’) with **Tirupati Carrier Limited** represented by its director Mrs. PushpaBhutoria and consequently entered into a Development Agreement dated 15.03.2018 by constructing and developing Bungalows, Duplex Villa, Row House Duplex and Row House Triplex and named it as “TOPAZ” in or upon the said premises. The said Development Agreement was registered before the D.S.R.-IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2018, Pages from 51699 to 51750, Being No. 160401879 for the year 2018.

AND WHEREAS said present vendor become absolute sole owner of said property and he change character to sali to bastu and said company recorded its name in L.R Parcha and its paid taxes regularly to the appropriate authority.

AND WHEREAS , for the purpose of development of the aforesaid Lot A to D the said land owners namely **Shiv Niketan (P) Limited, Tirupati Enclave Pvt. Ltd., Charles Commercial Pvt. Ltd** of the “Said Lot A to D also executed a registered General Power of Attorney, dated **25-05-2018**, in favour of said **Tirupati Carrier Limited** for doing various acts things and deeds as contained therein. The said general Power of Attorney was registered at the Office of the D.S.R-IV South 24 Parganas and recorded in its Book no.I, Volume No. 1604-2018, Pages from 114056 to 114090, being No. **160403957 for the year 2018** and has commenced the development of the project on the land as per the approved bungalow plan from the competent authority vide sanction number.....

AND WHEREAS The said Land is earmarked for the purpose of building a residential project comprising G+1 storied Bungalows and the said project shall be known as “TOPAZ-GEMS CITY”.

AND WHEREAS The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

AND WHEREAS The Zilla Parishad has granted the commencement certificate to develop the project vide approval datedbearing registration no.....

AND WHEREAS The Allottee/Purchaser had applied for an Bungalow in the Project vide application no..... dated..... and has been allotted Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... (“Building”) along with Open/Dependent covered/Independent Covered Parking no..... admearsuirng..... square feet in the.....[Please insert the location of the garage/covered parking], as permissible under the applicable law and of prorata share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “Bungalow” more particulary described in Schedule A and the floor plan or the Bungalow is annexed hereto and marked as Schedule B);

AND WHEREAS now the present Vendor herein intend to sell the Schedule mentioned Property mentioned in the Second Schedule property at a consideration price total consideration **Rs**) **only** and Purchaser accepted the said proposal and agreed to purchase the Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... (“Building”) along with Open/Dependent covered/Independent Covered Parking no..... admearsuirng..... square feet in the.....of two two storied building mentioned in the First Schedule hereunder written

AND WHEREAS subsequently the **PURCHASER** i.e. the party of the Second Part herein after knowing the said intention and entered into an agreement on agreed to purchase the aforesaid self contained residential Bungalow no.....having carpet area ofsquare feet, type, on floor in [tower/block/building] no..... (“Building”) mentioned in the First Schedule hereinabove together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available

in the said building of said Premises at and for a total consideration of **Rs/- (Rupees)** only

AND WHEREAS accordingly, the said **PURCHASER** herein entered into an agreement on..... and on the basis of the said agreement has already paid the entire consideration amount amounting to **Rs/- (Rupees)** only to the Vendor/owner herein time to time as per Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH THAT in consideration of total sum of **Rs...../- (Rupees)** only lawful money of the well and truly paid by the Purchaser to the Vendors and Developer at or before the execution of this presence. (The receipt whereof the Vendors and Developer doth hereby admit, acknowledge as per Memo of Consideration hereunder written and to have received and of and from the same and every part thereof acquit release and forever discharged the Purchaser of the said Banglow together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available of said project , morefully and elaborately described in the Third Schedule hereunder written and also the right, title, interest of the Vendors and Developer hereby sold and transferred in favour of the Purchaser herein into and upon the said Banglow **TOGETHER WITH** all other ways, path, passage, swears, advantages and appurtenances whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel of or member thereof or held use or enjoy herewith or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part thereof portions thereof **TOGETHER WITH** the right to use the common areas and egress out of the said Banglow more or less more fully mentioned in the Second Schedule hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building morefully described in the Third Schedule hereunder written and also all the right, title and interest of the Vendor hereby sold and transferred unto and in favour of the Purchaser herein into or upon the said Banglow and **TOGETHER WITH** all other ways, paths, passages, sewers, advantages and appurtenant whatsoever to the said Banglow belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents, issues and profits thereof and every part

thereof or portions thereof **TOGETHER WITH** the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and car parking space and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi-easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and the essential service and amenities appertaining thereto and all the muniments, deeds, pattahs, documents, writings and other evidence of title exclusively relating to the said premises and/or the said Banglow which is now are or in the custody/possession and control of the said owners or which the Vendor can procure without any suit or action **AND ALL** the estate, right, title, interest property, claim and demand whatsoever of the said Vendor into or upon the said Banglow and every part or portion thereof **TO HAVE AND TO HOLD** the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be with all rights, benefits, members easements and appurtenances thereto unto and to the use of the Purchaser herein absolutely and forever **SUBJECT HOWEVER** to the Purchaser making payment of the proportionate or apportioned share of the maintenance charges and statutory rates, taxes and impositions in respect of the said Banglow **BUT OTHERWISE** free from all encumbrances, charges, attachments, liens, whatsoever **SUBJECT HOWEVER** to the various easement and quasi easement and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said Banglow **AND** free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners **AND** the Vendor hereby further covenant with the Purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendor shall and will from time to time and at all material times hereafter and at the request an cost of the Purchaser herein make do execute or cause to be done and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and car parking space hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchaser herein in the manner as aforesaid.

1. **THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS :-**

- a) The notwithstanding any act, deed or thing or committee suffered by the vendors to the contrary the vendors is lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Banglow hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendor has full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said Banglow unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
- b) That it shall be lawful for Purchaser at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said Banglow and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor and/or any person or persons claiming any estate, right, title and interest from under through or in trust for the vendor and Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the vendor.
- c) The Vendor and all persons claiming any right, title or interest in the said Banglow through from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat and car parking space unto the Purchaser as may be required.

2. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-**

- a) From and after the date of receipt delivery of possession of the said Banglow the Purchaser shall not be entitled for partition of the said flat and car parking space by metes and bounds.
- b) The Purchaser or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, nor store therein any rubbish or other

materials goods of furniture's nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said property be in any way prejudicially affected or vitiated.

- c) The Purchaser shall not allow any occupier of the sold Banglow to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows in or about the said property **PROVIDED THAT** nothing herein contained prevent the Purchaser or the occupiers to decorate in the same good condition, state and other in which the same shall be delivered to her and shall abide by all laws, bye-laws, rules and regulations of the Government, Gram Panchayet and/or any other authorities and local body and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The Purchaser shall not do any structural additions or alteration in the said flat and car parking space, or erect brick partitions.
- d) The purchaser shall not use the said Banglow any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Banglow or to the owner or occupiers of adjoining or neighbouring properties nor shall use the same for commercial purpose.
- e) The Purchaser shall nor throw or accumulate any dirt rubbish garbage refuse or permit the same to be thrown of allow the same to be accumulated in purchaser's premises or in the compound or any portion of the building and shall not right or burn coal, coke or charcoal in the common areas in the said premise.
- f) The Purchaser shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.
- g) Save and except in respect of the said banglow together with undivided proportionate share or interest in the land applicable to the said Banglow sold by the vendor/Vendor herein save and except the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the purchaser shall have no claim or

- right of any nature in other floor spaces of said Project .Purchaser will have no right upon the top floor roof of the said building and in future
- h) Until formation of a society or an association amongst the Purchaser as stated hereinafter shall permit the Vendor and/or the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and others at all reasonable time to enter and upon the said Banglow or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.
- i) The Purchaser shall also pay his/her proportionate share for insurance of the building against earth quake, fire, mob damages and civil commotion.
- j) The Purchaser shall not keep or store in the said Banglow any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall the purchaser do anything which shall be constitute any nuisance or annoyance to the occupiers of the other flats, in the said building.

SCHEDULE- "A"

PART-I

ALL THAT pieces of parcels of contiguous and adjacent plots of Bastu land in a single compound containing an area more or less 270.02 Decimals equivalent to 162.012 Cottahs comprised in L.R. Dag Nos.431, 432, in Mouza Nowabad, J.L. No.19 under Police Station Bishnupur in the jurisdiction of Rashpunja Gram Panchayat in the District of South 24 Parganas:

R.S. Dag Number	L.R. Dag and Khatian Number	Area

Dag No. 375	Dag No. 431 recorded in Khatian Nos.1404, 1448	255.02
Dag No. 376	Dag No. 432 recorded in Khatian No. 1405,1401	15.00
	Total	270.02

And butted and bounded as follows:

On the North : By Dag no.374 and Road

On the South : By Dag no.4, 2 of Uttar KazirhatMouza.

On the East : By Dag no.376 (P)

On the West : By Dag no.469.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the First Schedule)

R.S. DAG	L.R. DAG	AREA	AREA OWNED BY SHIV NIKETAN PRIVATE LIMITED	AREA OWNED BY TIRUPATI ENCALVE PRIVATE LIMITED	TIRUPATI CARRIER LTD	CHARLES COMMERCIAL PVT. LTD.
375	431	127.52	127.52			
375	431	127.50			127.50	
376	432	4		4		
376	432	11				11
						270.02

PART-II**(DESIGNATED UNIT)**

ALL THAT the Bungalow being Unit No. ____ containing a carpet area of ____ Square feet more or less along with balcony area of ____ Square feet more or less and a total built-up area of Unit (i.e. Carpet Area + Balcony Area+ External Walls of the Unit and share of Common External Walls) of ____ Square feet and a total standard built-up area (i.e. Built up area + proportionate share of common area) of _____ square feet more or less on the ____ floor of the Block ____ of the Building Complex namely Ruby-Gems City at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED".

THE THIRD SCHEDULE ABOVE REFERRED TO

1. Path and passages for egress and ingress from and to the said Project
2. Common passage.
3. Boundary wall.
4. Drainage.
5. Sewars

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of service tax, administration, maintenance, repair replacement of the common parts and equipments and accessories common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landings, the gutters, motor pumps, water and electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser, co-purchaser, or other occupants.

2. The costs of cleaning, maintaining and lighting the main entrance passage, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of manager, clerks, durwans, pump operator, plumbings, electricians, sweepers etc.
4. The costs of working repairs, replacement and maintenance pumps and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal and other taxes both owners and occupiers and other outgoings etc including service taxes.
6. Insurance of the building against earthquake, fire mob, damages and civil commotion etc.
7. All electricity charges payable in common for the common portions of the said building.
8. Such other expenses including printing and stationary as also all litigations expenses incurred in respect of any dispute with Corporation of Calcutta Improvement Trust other local authority, Government Insurance Company or any other persons in relation to or as may be deemed by the Developer, or any ad-hoc Committee Association of occupiers to be necessary or including to the maintenance and upkeep of the said building.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

BY THE VENDOR HERETO AT KOLKATA

in presence of : –

WITNESSES :

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER

– :: **MEMO OF CONSIDERATION** :: –

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs- (**Rupees**) **only** from the within mentioned Purchaser

Total Rs/- (Rupees) **only**

WITNESS :

1.

2.

SIGNATURE OF THE VENDOR

Drafted by me :

Advocate

